

Exhibit B

CaseyGerry

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April 5, 2022

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FCA US, LLC
1000 Chrysler Drive
Auburn Hills, MI 48326-2766

Agent for Service:
CT Corporation System
330 North Brand Boulevard, Suite 700
Glendale, CA 91203

Re: **Notice of Violation of California's Consumers Legal Remedies
Act and Demand for Relief Pursuant to Cal. Civ. Code § 1782**

To Whom it May Concern:

Pursuant to California's Consumer Legal Remedies Act (the "CLRA"), California Civil Code sections 1750, *et seq.*, I hereby notify FCA US, LLC ("FCA") of its CLRA violations. This letter constitutes my demand that FCA correct, repair, replace, or otherwise rectify the goods described below within thirty days of its receipt of this letter, pursuant to California Civil Code §1782(d).

Casey Gerry Schenk Francavilla Blatt & Penfield LLP represents Rodrigo Nieto Gomez, a resident of Prunedale, California. On or about June 17, 2019, Mr. Gomez purchased a 2018 Pacifica Plug-in Electric Vehicle ("PHEV") from Seaside Chrysler Dodge Jeep Ram, located at 3 Geary Plaza, Seaside, CA 93955. This vehicle is included in a series of defective vehicles, specifically the 2017 to 2018 Chrysler Pacifica PHEVs (the "Class Vehicles"). Mr. Gomez presents this claim on behalf of himself and all owners and lessees of the Class Vehicles.

FCA represents that its Class Vehicles are safe and secure. Yet, FCA engaged in deceptive acts and practices, including misrepresenting the quality and safety of Class Vehicles. On February 11, 2022, FCA sent consumers of Class Vehicles notices admitting, "a vehicle fire can



result in increased risk of occupant injury and/or injury to persons outside the vehicle, as well as property damage,” and that, “the remedy for this condition is not currently available.” As a result, the Class Vehicles are a heightened risk of fire (“Defect”).

FCA’s conduct violates California consumer protection law, including California’s Consumer Legal Remedies Act, California Civil Code §1750, et seq., because FCA:

- a. misrepresented the source, sponsorship, approval, or certification of goods or services in violation of the Consumer Legal Remedies Act, Civ. Code §1770(a)(2);
- b. represented that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have in violation of the Consumer Legal Remedies Act, Civ. Code §1770(a)(5);
- c. represented that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another in violation of the Consumer Legal Remedies Act, Civ. Code §1770(a)(7);

FCA’s misrepresentations and omissions about the quality and safety of the Class Vehicles caused or contributed to the decision by Mr. Gomez and all other similarly situated purchasers and lessees of the Class Vehicles (“the Class”) to lease or purchase the Class Vehicles. Mr. Gomez and members of the Class would not have made that choice if the Class Vehicles’ true nature had been disclosed and mitigated, or would have paid significantly less for them. Mr. Gomez and all other similarly situated individuals, have suffered harm as a result of these violations.

With this letter, Casey Gerry Schenk Francavilla Blatt & Penfield LLP, on behalf of Mr. Gomez and all other similarly situated persons, demands that you correct your business practices and take prompt action.

Please direct all communications or responses regarding this notice to the following counsel:

Gayle M. Blatt
CASEY GERRY SCHENK FRANCAVILLA BLATT & PENFIELD LLP
110 Laurel Street
San Diego, CA 92101
Telephone: (619) 238-1811
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REQUESTED REMEDIES

Plaintiff DEMANDS THAT WITHIN THIRTY DAYS you remedy your violations by doing the following:

- I. Subject to monitoring and confirmation by Plaintiff's counsel, compensate proposed class members for all injuries caused by FCA's misrepresentation of the quality and safety of Class Vehicles resulting in Class Members' harm, including costs associated with the repair needed to ensure Class Vehicle functionality and safety, restitution of all monies paid for the sales price of the Class Vehicles and diminished value of the Class Vehicles.
- II. Immediately cease the above-described violations of the CLRA.
- III. Immediately engage in in a corrective campaign to fully disclose material information about the Class Vehicles' risk of fires.
- IV. Pay into a court-approved escrow account an amount of money sufficient to pay Plaintiff's reasonable attorneys' fees and costs.

Please contact us within thirty days to discuss FCA's implementation of these remedies.

Sincerely,

/s/ Gayle M. Blatt

Gayle M. Blatt